

SETTLEMENT AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND
THE CITY OF MILWAUKEE, WISCONSIN
UNDER THE AMERICANS WITH DISABILITIES ACT

DJ # 204-85-119

I. BACKGROUND

A. SCOPE OF THE INVESTIGATION

The United States initiated this matter as a compliance review of the City of Milwaukee, Wisconsin (City), under title II of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12131-12134, and the United States Department of Justice's implementing regulation, 28 C.F.R. Part 35. Because the City of Milwaukee receives financial assistance from the Department of Justice, the review was also conducted under the authority of section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. § 794, and the Department of Justice's implementing regulation, 28 C.F.R. Part 42, Subpart G.

The Disability Rights Section of the Department of Justice's Civil Rights Division conducted this review of the City's compliance with the following title II requirements:

- To conduct a self-evaluation of its services, policies, and practices by July 26, 1992, and make modifications necessary to comply with the Department of Justice's title II regulation, 28 C.F.R. § 35.105;
- To notify applicants, participants, beneficiaries, and other interested people of their rights and the City's obligations under title II and the Department of Justice's regulation, 28 C.F.R. § 35.106;
- To designate a responsible employee to coordinate its efforts to comply with and carry out the City's ADA responsibilities, 28 C.F.R. § 35.107(a);
- To establish a grievance procedure for resolving complaints of violations of title II, 28 C.F.R. § 35.107(b);
- To operate each program, service, or activity so that, when viewed in its entirety, it is readily accessible to and usable by individuals with disabilities, 28 C.F.R. §§ 35.149-.150, by:

- Delivering services, programs, or activities in alternate ways, including, for example, redesign of equipment, reassignment of services, assignment of aides, home visits, or other methods of compliance and/or;
- Making physical changes to buildings, in accordance with the Department of Justice’s title II regulation, 28 C.F.R. §§ 35.150-.151, and the 1991 ADA Standards for Accessible Design (1991 ADA Standards), 28 C.F.R. Part 36, App. D (2011) or the Uniform Federal Accessibility Standards (UFAS), 41 C.F.R. § 101-19.6, App. A, and the 2010 ADA Standards for Accessible Design (2010 Standards), 28 C.F.R. § 35.104;¹
- To ensure that facilities for which construction or alteration was begun after January 26, 1992, are readily accessible to and usable by people with disabilities, in accordance with 1) the Department of Justice’s title II regulation and 2) the 1991 ADA Standards or UFAS, or the 2010 ADA Standards, as applicable, 28 C.F.R. § 35.151;
- To ensure that communications with people with disabilities, including applicants, participants, and members of the public, are as effective as communications with others, including furnishing auxiliary aids and services when necessary, 28 C.F.R. § 35.160;
- To provide direct access via TTY (text telephone) or computer-to-telephone emergency services, including 911 services, 28 C.F.R. § 35.162;
- To provide information for interested people with disabilities concerning the existence and location of the City’s accessible services, activities, and facilities, 28 C.F.R. § 35.163(a); and
- To provide signage at all inaccessible entrances to any facility, directing users to an accessible entrance or to information about accessible facilities, 28 C.F.R. § 35.163(b).

The United States reviewed compliance with the ADA’s new construction and alterations requirements at the following facilities constructed or altered after January 26, 1992:

Bay View Library
 Car Ferry Building
 Department of Public Works Field Headquarters
 Fire Engine House #23
 Foundation Park
 Police – Third District Station / Data Communications
 Washington Park Library
 City Hall
 26th and Medford Playground
 45th and Keefe Playground

¹ Section 35.104 defines the 2010 ADA Standards as the requirements set forth in appendices B and D to 36 C.F.R. part 1191 and the requirements contained in subpart D of 28 C.F.R. part 36.

84th and Burbank Playground
90th and Bender Playground
809 Broadway Building
Atkinson Library
Butterfly Park
Capitol Library
Cass Playground
Central Library
Environmental Education and Recycling Center
Forest Home Library
Jewell Playfield and Field House
Keenan Health Center
Long Island Playfield
Marcus DeBack Playfield
Martin Luther King Library
Parking Structure at 1000 N. Water St.
Police Administration Building
Police Safety Academy
Robert Anderson Water Tower and Municipal Building
Tow Lot Office
Zablocki Library
Zeidler Municipal Building

The program access review covered those of the City's programs, services, and activities that operate in the following facilities that were constructed prior to January 26, 1992:

Center Street Library
East Library
Fire Engine House #22
Fire Engine House #38
Mill Road Library
Northwest Health Center
Parking Structure at 724 N. 2nd Street
Parking Structure at MacArthur Square
Parking Structure at N. 4th and Highland
Police – 2nd District Station
Police – 4th District Station
Police – 5th District Station
Police – 6th District Station
Police – 7th District Station
Police Communications Systems
Southside Health Center
Tippecanoe Library
Police Substation – Midtown Shopping Center
Port of Milwaukee

The Department conducted a program access review of the following polling places:

Fifty-Third Street School
Agape Community Center
Albright United Methodist Church
Arlington Court Apartments
Bradley Tech High School
Bryant School
Cass School
Charles Allis Art Museum
Convent Hill Apartments
Engleburg School
Grantosa Drive School
Milwaukee Spanish Immersion School
Redeemer Evangelical Free School
Riverview High School
Riverview Housing
St. Mark's Episcopal Church
Milwaukee Sign Language School
South Shore Park
Stuart School
Vogel Park
YMCA Cudahy
Zion United Church of Christ

This review was limited to the areas of the facilities used by the voting public: parking, the route from the parking area to the area used for voting, and the area used for voting.

The United States reviewed the City's emergency management and disaster prevention policies and the City's sidewalk maintenance policies to evaluate whether people with disabilities have an equal opportunity to utilize these programs.

The United States reviewed the City Police Department's policies and procedures regarding providing effective communication to people who are deaf or hard of hearing.

B. JURISDICTION

1. The ADA applies to the City because it is a "public entity" as defined by title II. 42 U.S.C. § 12131(1).
2. The United States is authorized under 28 C.F.R. Part 35, Subpart F, to determine the compliance of the City with title II of the ADA and the Department of Justice's title II implementing regulation, to issue findings, and, where appropriate, to negotiate and secure voluntary compliance agreements. Furthermore, the Attorney General is authorized, under 42 U.S.C. § 12133, to bring a civil action enforcing title II of the ADA.
3. The United States is authorized under 28 C.F.R. Part 42, Subpart G, to determine the City's compliance with section 504 of the Rehabilitation Act of 1973, to issue findings, and,

where appropriate, to negotiate and secure voluntary compliance agreements. Furthermore, the Attorney General is authorized, under 29 U.S.C. § 794 and 28 C.F.R. §§ 42.530 and 42.108-.110, to suspend or terminate financial assistance to the City provided by the Department of Justice should the United States fail to secure voluntary compliance pursuant to Subpart G or should the United States bring a civil suit to enforce the rights of the United States under applicable federal, state, or local law.

4. The parties to this Agreement are the United States of America and the City of Milwaukee.
5. Based on its review of the City's programs, services, activities, and facilities, the United States has concluded that qualified individuals with disabilities may, by reason of such disabilities, be excluded from participation in or are denied the benefits of some of the City's programs, services, or activities or be subjected to discrimination in violation of the ADA or Section 504. The agreed upon remedial actions, below, are intended to remedy those violations.
6. In order to avoid the burdens and expenses of a further investigation and possible litigation, the parties enter into this Agreement.
7. In consideration of, and consistent with, the terms of this Agreement, the Attorney General agrees to refrain from filing a civil suit in this matter regarding paragraphs 9 through 71, except as provided in the section entitled "Implementation and Enforcement."

II. ACTIONS TAKEN BY THE CITY

8. The City represents that it has taken actions to comply with the ADA and the Rehabilitation Act, including but not limited to the following:
 - a. The City has had a designated ADA Coordinator since 1992. The ADA Coordinator addresses grievances and works toward a resolution of ADA matters.
 - b. The City has an Equal Employment Opportunity Policy and has updated it periodically.
 - c. The City has current policies in place that trigger an interactive process for an employee who may need an accommodation due to a disability. It also has a current policy and procedure in place for providing accommodations to applicants with disabilities.
 - d. The City had begun installing accessible curb ramps prior to the enactment of the ADA. After the passage of the ADA, the City undertook a City-wide program to replace all existing street pedestrian crossings with ADA-compliant pedestrian ramps. The City has periodically updated its design guidelines for curb ramps to incorporate recent changes in the ADA, and incorporated these changes into its contracts for new or modified curb ramps.

- e. The City provides voting equipment so that persons with disabilities can vote privately and independently. The City had selected and purchased this voting equipment after consultation with advocacy organizations.
- f. The City is in the process of re-drafting its Comprehensive Emergency Management Plan, and has met and worked with persons and organizations to ensure that persons with disabilities are included in the Plan.
- g. The City provides TDDs at numerous City facilities, and uses the Wisconsin Relay Service when communicating over the phone with individuals who are deaf or hard of hearing or have difficulty speaking.
- h. The City has established procedures for the transport and detention of inmates and prisoners with disabilities on the same basis as inmates and prisoners without disabilities.

III. REMEDIAL ACTION

A. NOTIFICATION

- 9. Within two (2) months of the effective date of this Agreement, the City will adopt the attached *Notice Under The ADA*, Attachment A (Notice); distribute it to all its agency heads; publish the Notice in a local newspaper of general circulation serving the City; post the Notice on its Internet Home Page; and post the Notice in conspicuous locations in its public buildings. It will refresh each posted Notice, and update the contact information contained on each Notice, as necessary, during the term of this Agreement. The City will provide the Notice to any person upon request.
- 10. Within three (3) months of the effective date of this Agreement, and annually thereafter, the City will implement and send the United States its written procedures to inform interested people with disabilities of the existence and location of the City's accessible programs, services, and activities.

B. ADA COORDINATOR

- 11. Within six (6) months of the effective date of this Agreement, the City will appoint or hire one or more ADA Coordinators. The ADA Coordinator(s) will coordinate the City's effort to comply with and carry out its responsibilities under the ADA, including any investigation of ADA-related complaints. The City will make available to all interested individuals the name(s), office address(es), and telephone number(s) of the ADA Coordinator(s). The City will maintain the ADA Coordinator(s) for the term of this Agreement. If the City changes who it appoints as ADA Coordinator(s), it will notify the United States in writing, and update the name and contact information anywhere it appears, within five (5) days of making such a change.

C. INDEPENDENT LICENSED ARCHITECT

12. Within six (6) months of the effective date of this Agreement, the City will retain an Independent Licensed Architect (ILA), approved by the United States, who is knowledgeable about the architectural accessibility requirements of the ADA and Section 504. The ILA must act independently to certify whether any alterations, additions, or modifications made by the City during the term of this Agreement comply with the applicable standard pursuant to 28 C.F.R. § 35.151(c) and the Appendix to 28 C.F.R. § 35.151(c). The City will bear all costs and expenses of retaining and utilizing the ILA, including the costs and expenses of any consultants and staff. The City will compensate this ILA without regard to the outcome.
13. In issuing certifications pursuant to this Agreement, the ILA will impartially prepare reports with photographs identifying that the violation has been remediated and will use the certification form at Attachment O. The ILA will be considered a neutral inspector for purposes of issuing certifications of compliance and will be reasonably available to the United States to discuss findings in the reports, photographs, and certifications. The United States may also, in its discretion, provide technical assistance to the ILA throughout the term of this Agreement. Upon request by the United States, the City will provide prior notice to the United States of inspections by the ILA to allow representatives of the United States to be present.
14. The City will submit ILA certifications along with its reporting requirements as set forth in this Agreement.

D. GRIEVANCE PROCEDURE

15. Within three (3) months of the effective date of this Agreement, the City will adopt the attached *ADA Grievance Procedure*, Attachment B, distribute it to all of its agencies, and post copies of it in conspicuous locations in each of its public buildings. It will refresh each posted copy, and update the contact information contained on it, as necessary, for the term of the Agreement. The City will provide copies to any person upon request.

E. GENERAL EFFECTIVE COMMUNICATION PROVISIONS

16. Within six (6) months of the effective date of this Agreement, the City will identify sources of qualified sign language and oral interpreters, qualified readers, real-time transcription services, and vendors able to put documents in Braille. Within this time the City will implement and report to the United States its written procedures, with time frames, for fulfilling requests for sign language or oral interpreters, qualified readers, real-time transcription services, and documents in alternate formats, including Braille, large print, cassette tapes, and accessible electronic format (*e.g.*, HTML).
17. Within six (6) months of the effective date of this Agreement, the City will ensure that all appropriate employees are trained and practiced in using the Wisconsin Relay Service to make and receive calls, and report to the United States the details of the trainings and employees trained.

F. 911

18. Within six (6) months of the effective date of this Agreement, the City will ensure that each of its 911 consoles or call stations can receive and respond to TTY communications effectively with an analog TTY or computer equivalent.
19. Within six (6) months of the effective date of this Agreement, the City will develop written procedures for answering 911 calls that include training all call takers to use a TTY or computer equivalent to take 911 calls, to recognize a “silent” open line as a potential TTY call and respond by analog TTY or computer equivalent, and to ensure that TTY calls are answered as quickly as other calls received. The City will monitor its incoming 911 TTY calls to ensure it answers them as quickly and accurately as other calls received, and will send the written procedures and details of the monitoring to the United States, or will provide sufficient evidence that its computerized system ensures that TTY calls are answered as quickly as other calls received.
20. Within six (6) months of the effective date of this Agreement, the City will incorporate correct TTY call-taking procedures into 911 call takers’ performance evaluations.

G. LAW ENFORCEMENT AND EFFECTIVE COMMUNICATION

21. Within six (6) months of the effective date of this Agreement, the City will implement Milwaukee Police Department’s *Policy Statement on Effective Communication with People Who are Deaf or Hard of Hearing*, Attachment C, and distribute to all Police Department officers the *Guide for Law Enforcement Officers When in Contact with People Who are Deaf or Hard of Hearing*, Attachment D.
22. Within six (6) months of the effective date of this Agreement, the City will hire or contract with local qualified oral and sign language interpreters to be available twenty-four hours every day to its Police Department.
23. Within six (6) months of the effective date of this Agreement, the City will equip each police station and each jail with a sufficient number of working TTYs and videophones, but no fewer than one (1) of each, to enable people who are deaf, hard of hearing, or who have speech impairments to make telephone calls of the same frequency and with the same availability as those people who do not use TTYs or videophones. Where telephone calls are time-limited, The City will adopt policies permitting a longer period of time for individuals using a TTY, videophone, or relay service due to the slower nature of these communications as compared to voice communications. If any person who is deaf, hard of hearing, or who has a speech impairment prefers a different method of communication, such as a captioned telephone or computer, the City will make reasonable efforts to provide the communication device requested.

H. POLLING PLACES

24. Some City polling places may be owned or operated by other public entities subject to title II or by public accommodations subject to title III and therefore they must provide program access or remove barriers to accessibility under the ADA. This Agreement does not limit future enforcement action against the owners or operators of these polling places.
25. Before designating any new polling place, the City will survey the polling place using the survey instrument at Attachment F to determine whether it has barriers to access by people with disabilities in the parking, exterior route to the entrance, entrance, interior route to the voting area, or voting area. If the City finds any barriers, the City will not use the polling place until all barriers have been remedied.
26. The United States surveyed some of the City's polling places. Barriers to access at polling places owned by the City and the dates by which the City will remove barriers are listed in Attachments I, J, and K.
27. Barriers to access at surveyed polling places not owned by the City are listed in Attachment E. Within one (1) month of the effective date of this Agreement, the City will request in writing that each of the polling place owners and operators listed in Attachment E remove the listed barriers to access for people with disabilities within nine (9) months of the effective date of this Agreement. The City will provide a copy of the Department of Justice's *ADA Checklist for Polling Places* (www.ada.gov/votingck.htm) with its written requests. The City will simultaneously send courtesy copies of the requests to the United States.
28. The City agrees that the following temporary measures are reasonable and will be implemented where necessary to make an otherwise inaccessible polling place temporarily accessible on Election Day. The list of measures is not exhaustive; the Parties may agree to implement other reasonable temporary measures.
 - a. Portable ramps (including curb ramps) up to and including ramps six feet long, with side edge protection.
 - b. Portable wedges or wedge ramps.
 - c. Floor mats.
 - d. Traffic cones.
 - e. Relocating furniture or other moveable barriers.
 - f. Door stops.
 - g. Propping open doors.
 - h. Unlocking doors.

- i. Signage, including parking signage.
 - j. Portable buzzers or door bells.
 - k. Removing astragals that are not a permanent part of the structure from doorways.
29. Within one (1) year of the effective date of this Agreement, the ILA hired by the City will survey all facilities listed in Attachment E to determine whether the listed barriers have been removed. If each listed barrier has not been removed, then, for that polling place, the City will identify within eighteen (18) months of the effective date of this Agreement an alternate fully accessible polling place; and comply with paragraph 25 in doing so. The City will immediately change its polling place to the alternative location. The City will remove barriers at each polling place identified in Attachment E or substitute an alternative accessible polling place before the next election occurring eighteen (18) months or later after the effective date of this Agreement.
30. In the rare circumstances that the City is unable to select an accessible facility (or one that can be made temporarily accessible) to be used as a polling place in a particular voting precinct, then the City will apply the Program Accessibility provisions of the title II regulation to the City's voting program. *See* 28 C.F.R. Part 35, Subpart D. The City will notify the United States when these circumstances arise. The City will provide alternative methods to in-person voting that are effective in making voting accessible to persons with disabilities, while giving priority to those methods that offer services, programs, and activities in the most integrated setting appropriate.
31. Within nine (9) months of the effective date of this Agreement, using the survey instrument at Attachment F, the ILA hired by the City will survey all polling places not surveyed by the United States to identify barriers to access by people with disabilities in the parking, exterior route to the entrance, entrance, interior route to the voting area, and voting area. For each surveyed polling place, the City will then either (1) remove all barriers to access by people with disabilities and have the ILA confirm this to the United States or (2) identify an alternate polling place with no barriers to access by people with disabilities and comply with paragraph 25 in doing so. The City will then take immediate steps to change each new inaccessible polling place to an alternative accessible location. The City will remove barriers at each polling place the United States did not survey and have the ILA confirm this or substitute an alternative accessible polling place before the next election occurring one (1) year or later after the effective date of this Agreement.
32. Until all polling places in each precinct or voting district have accessible parking, accessible routes to the accessible entrance, accessible entrances, accessible interior routes to the voting area, and an accessible voting area, prior to each election, the City will identify and widely publicize to the public, people with disabilities, and organizations serving people with disabilities the other options available for voting, which may include implementing temporary remedies to make the polling place accessible on election day, to vote by an absentee ballot that is accepted if postmarked on the day of the election, to vote

curbside at the inaccessible polling place, or to vote by any other method that affords the same degree of information as is available to others.

33. Within three (3) months of the effective date of this Agreement, the City will provide Election Day balloting for voters with disabilities whose assigned polling place has accessibility barriers. The method for providing these opportunities may include implementing temporary remedies to make the polling place accessible on election day, allowing the individual to vote at another nearby accessible polling place, to vote by an absentee ballot that is accepted if postmarked on the day of the election (or picked up by election officials at the home of the voter on the same day as the election), to vote curbside at the inaccessible polling place, or to vote by any other method that affords the same degree of information as is available to others.
34. Within nine (9) months of the effective date of this Agreement, the ILA hired by the City will survey its voter registration locations for accessibility using the form at Attachment F. The ILA will report the results of this survey to the United States. If the ILA identifies barriers to access, then the City will remove the barriers and have the ILA confirm the same to the United States or report to the United States its plan to provide program access that may include allowing people to register to vote through alternative means or at alternative locations verified to be accessible by the ILA. This provision does not modify, alter, or change the City's obligations under the National Voter Registration Act of 1993, 42 U.S.C. § 1973gg-5(a), (b).
35. Within three (3) months of the effective date of this Agreement, the City will make all voter registration materials available in alternate formats, including Braille, large print, audio tape, and accessible electronic format (*e.g.*, HTML).
36. Within the month prior to the next federal election and biennially thereafter during the term of this Agreement, the City will train poll workers on the rights of people with disabilities and the practical aspects of assuring those rights. The training will cover, at a minimum, the need to maintain the physical accessibility of polling locations, how to assist people with disabilities, as necessary, and how to operate any non-standard voting equipment, including accessible voting systems, or accessible features of standard equipment. This provision does not modify, alter, or change the City's obligations under the Help America Vote Act, 42 U.S.C. § 15301.

I. EMERGENCY MANAGEMENT PROCEDURES AND POLICIES

37. The City's Emergency Operations Plan (EOP) must comply with the ADA. The City will use Chapter 7 of the Department of Justice's *ADA Best Practices Tool Kit for State and Local Government (ADA Tool Kit)* to address ADA obligations of emergency management, including planning, preparedness, evacuation, shelters, medical and social services, lodging and housing programs, recovery, and rebuilding.
38. Within sixty (60) days of the effective date of this Agreement, the City will incorporate the provisions of Chapter 7 of the *ADA Tool Kit* into its EOP and provide a copy (including supporting documents) to the United States.

39. The City's EOP will include the following:
- a. Procedures to solicit, receive, and use input from people with a variety of disabilities on its emergency management plan (preparation, notification, response, and clean-up).
 - b. Community evacuation plans to enable people who have mobility disabilities, are blind or have low vision, are deaf or hard of hearing, have cognitive disabilities, mental illness, or other disabilities to safely self-evacuate or be evacuated by others.
 - c. If the City develops an emergency warning system using sirens or other audible alerts, then procedures to effectively inform people who are deaf or hard of hearing of an impending disaster.
 - d. A requirement that emergency shelters have a back-up generator and a way to keep medications refrigerated (such as a refrigerator or a cooler with ice). Access to back-up power and refrigeration at such shelters will be made available to people whose disabilities require access to electricity and refrigeration, for example, for using life-sustaining medical devices, providing power to motorized wheelchairs, and preserving certain medications, such as insulin, that require refrigeration. The written procedures will include a plan for notifying people of the location of such shelters.
 - e. Procedures ensuring that people who use service animals are not separated from their service animals when sheltering during an emergency, even if pets are normally prohibited in shelters. The procedures will not segregate people who use service animals from others but may take into account the potential presence of people who, for safety or health reasons, should not be in contact with certain types of animals.
 - f. Plans for providing equivalent opportunities for accessible post-emergency temporary housing to people with disabilities. The City will ensure that information it makes available regarding temporary housing includes information on accessible housing (such as accessible hotel rooms within the community or in nearby communities) that could be used if people with disabilities cannot immediately return home after a disaster if, for instance, necessary accessible features such as ramps or electrical systems have been compromised.

J. PHYSICAL CHANGES TO EMERGENCY SHELTERS

40. Some City emergency shelters may be owned or operated by other public entities subject to title II or by public accommodations subject to title III and therefore they must provide program access or remove barriers to accessibility under the ADA. This Agreement does not limit future enforcement action against the owners or operators of these emergency shelters.
41. The City will review compliance with the requirements of title II of the ADA for emergency shelters within the City. Within six (6) months of the effective date of the Agreement, the ILA will survey for compliance with title II of the ADA all emergency shelters that the United States did not survey for compliance. Within one (1) month of

receiving the ILA’s survey results, the City will request in writing that each of the owners and operators of the shelter facilities will remove the noted barriers to access for people with disabilities. The request will specify that the remediation be completed within one (1) year of the effective date of this Agreement. The City of Milwaukee will simultaneously send a courtesy copy of the request to the United States.

- 42. Within fourteen (14) months of the effective date of this Agreement, the ILA will survey the emergency shelters again to ensure that the noted barriers have been removed. If not all barriers have been removed, the City will identify within eighteen (18) months of the effective date of this Agreement an appropriate number of accessible shelters to replace the inaccessible shelters as confirmed by the ILA using the survey instrument entitled *ADA Checklist for Emergency Shelters*, Attachment N.
- 43. Within three (3) months of the effective date of this Agreement and until all emergency shelters are accessible as confirmed by the ILA, the City will identify and widely publicize to the public and to people with disabilities the most accessible emergency shelters.

K. SIDEWALKS

- 44. Within three (3) months of the effective date of this Agreement, the City will implement and report to the ILA and the United States its written process for requesting and receiving input from people with disabilities regarding the accessibility of its sidewalks, including requests to add curb cuts at particular locations.
- 45. Within three (3) years of the effective date of this Agreement, the City will provide curb ramps or other sloped areas complying with the applicable architectural standards as permitted by 28 C.F.R. § 35.151(c) and its Appendix, copied below, at all intersections of the streets, roads, and highways constructed or altered since January 26, 1992, that have curbs or other barriers from a street level pedestrian walkway.

Date of Construction or Alteration	Applicable Standards
Before September 15, 2010	1991 ADA Standards or UFAS
On or after September 15, 2010, and before March 15, 2012	1991 ADA Standards, UFAS, or 2010 ADA Standards
On or after March 15, 2012	2010 ADA Standards

- 46. Immediately upon the effective date of this Agreement, the City will provide curb ramps or other sloped areas complying with the 2010 ADA Standards at any intersection having curbs or other barriers to entry from a street level pedestrian walkway, whenever a street, road, or highway is constructed or altered.
- 47. Within three (3) years of the effective date of this Agreement, the City will provide curb ramps or other sloped areas complying with the applicable architectural standards as permitted by 28 C.F.R. § 35.151(c) and its Appendix, copied below, at all places where a

street level pedestrian walkway constructed or altered since January 26, 1992, intersects with a street, road, or highway.

Date of Construction or Alteration	Applicable Standards
Before September 15, 2010	1991 ADA Standards or UFAS
On or after September 15, 2010, and before March 15, 2012	1991 ADA Standards, UFAS, or 2010 ADA Standards
On or after March 15, 2012	2010 ADA Standards

- 48. Immediately upon the effective date of this Agreement, the City will provide curb ramps or other sloped areas complying with the 2010 ADA Standards at all newly constructed or altered pedestrian walkways where they intersect a street, road, or highway.
- 49. Annually, the ILA will confirm to the United States that any curb ramps or other sloped areas the City has constructed or altered in the past year comply with the 2010 ADA Standards.

L. WEB-BASED SERVICES AND PROGRAMS

- 50. Within one (1) month of the effective date of this Agreement, the City will designate an employee as the web accessibility coordinator for the City who will be responsible for coordinating the City’s compliance with the requirements of Section L of this Agreement. The web accessibility coordinator shall have experience with the requirements of title II of the ADA, the Web Content Accessibility Guidelines (WCAG) version 2.0, and website accessibility generally.
- 51. Within nine (9) months of the effective date of this Agreement, the City will retain an independent consultant, approved by the United States, who is knowledgeable about accessible website development, title II of the ADA, and WCAG 2.0 to evaluate the City’s website and any proposed online services for compliance with the ADA and, at minimum, WCAG 2.0 Level A and Level AA Success Criteria and other Conformance Requirements (WCAG 2.0 AA), and who shall be responsible for the annual website accessibility evaluation. The City will bear all costs and expenses of retaining and utilizing this independent consultant, including the costs and expenses of any staff. The City will compensate this independent consultant without regard to the outcome.
- 52. Within nine (9) months of the effective date of this Agreement, and annually thereafter, the City will:
 - a. Adopt, implement, and post online a policy that its web pages will comply with WCAG 2.0 AA, published by the World Wide Web Consortium (W3C), Web Accessibility Initiative (WAI), available at www.w3.org/TR/WCAG;

- b. Distribute the policy to all employees and contractors who design, develop, maintain, or otherwise have responsibility for its websites, or provide website content, technical support, or customer service;
 - c. Provide training to website content personnel on how to conform all web content and services with, at minimum, WCAG 2.0 AA, title II of the ADA, and the terms of this Agreement;
 - d. Incorporate provisions ensuring that all of the City's webpages comply with WCAG 2.0 AA into the performance evaluations of the web accessibility coordinator and all employees and contractors who design, develop, maintain, or otherwise have responsibility for its websites, or provide website content, technical support, or customer service;
 - e. Assess all existing web content and online services for conformance with, at minimum, WCAG 2.0 AA, by: (1) performing automated accessibility tests of its website and all online services, using an automated tool approved by the United States, to identify any accessibility barriers; and (2) enlisting individuals with different disabilities, including at a minimum individuals who are blind, deaf, and have physical disabilities (such as those limiting the ability to use a mouse), to test its pages for ease of use and accessibility barriers;
 - f. Provide a notice, prominently and directly linked from its homepage, instructing visitors to its websites on how to request accessible information. The link shall provide several methods to request accessible information, including an accessible form to submit feedback, an email address, and a toll-free phone number (with TTY) to contact personnel knowledgeable about the accessibility of the website; and
 - g. Provide a notice, prominently and directly linked from its homepage, soliciting feedback from visitors to its websites on how to improve website accessibility. The link shall provide several methods to provide feedback, including an accessible form to submit feedback, an email address, and a toll-free phone number (with TTY) to contact personnel knowledgeable about the accessibility of the website.
53. Within nine (9) months of the effective date of this Agreement, the City will:
- a. Ensure that its websites and all online services, including those websites or online services provided by third parties upon which the City relies to provide services or content, comply with, at minimum, WCAG 2.0 AA; and
 - b. Assess all proposed online services before they are made available to the public for conformance with, at minimum, WCAG 2.0 AA, by: (1) performing automated accessibility tests, using an automated tool approved by the United States, to identify any accessibility barriers; and (2) enlisting individuals with different disabilities, including at a minimum individuals who are blind, deaf, and have physical disabilities (such as those limiting the ability to use a mouse), to test its pages for ease of use and accessibility barriers.

**M. NEW CONSTRUCTION, ALTERATIONS,
AND PHYSICAL CHANGES TO FACILITIES**

- 54. Any construction or alterations to City buildings and facilities by it or on its behalf will fully comply with the requirements of 28 C.F.R. § 35.151, including applicable architectural standards.
- 55. The parts of a City facility that do not comply with the 2010 ADA Standards (or the 1991 ADA Standards, as applicable), as listed in Attachments I, J, K, and L, prevent people with disabilities from fully and equally enjoying the City’s services, programs, or activities and constitute discrimination on the basis of disability within the meaning of 42 U.S.C. § 12132 and 28 C.F.R. §§ 35.149-35.151.
- 56. All architectural changes by the City or on its behalf made on or after March 15, 2012, must comply with the 2010 ADA Standards. The City has not waived the regulatory exception for structural impracticability, 28 C.F.R. § 35.151(a)(2), or the regulation addressing alterations to historic properties, 28 C.F.R. § 35.151(b)(3).
- 57. In the event that the City has already undertaken an alteration, addition, or other modification to any element identified in Attachments or otherwise after January 26, 1992, and prior to the Effective Date of this Agreement, the City will submit, within six (6) months, a written report to the ILA and the United States pursuant to paragraph 68 below summarizing the actions taken and providing evidence establishing each individual element’s compliance with the applicable architectural standard as permitted by 28 C.F.R. § 35.151(c) and its Appendix, copied below:

Date of Construction or Alteration	Applicable Standards
Before September 15, 2010	1991 ADA Standards or UFAS
On or after September 15, 2010, and before March 15, 2012	1991 ADA Standards, UFAS, or 2010 ADA Standards
On or after March 15, 2012	2010 ADA Standards

- 58. Within one (1) year of the effective date of this Agreement, the City will have the ILA survey all facilities that are the subject of this Agreement for the purpose of identifying those that have multiple entrances not all of which are accessible. Also within one (1) year of the effective date of this Agreement, the City will install directional signage at all inaccessible entrances to each of its facilities and will place the international symbol for accessibility at each accessible entrance to a facility, in accordance with 28 C.F.R. § 35.163(b).
- 59. Newly Constructed Facilities: The City will take the actions listed in Attachments I and M to make the newly constructed parts of City facilities for which construction was

commenced after January 26, 1992, readily accessible to and usable by people with disabilities.

60. Altered Facilities: The City will take the actions listed in Attachments J and M to make the altered parts of City facilities for which alterations commenced after January 26, 1992, readily accessible to and usable by people with disabilities.
61. Program Access in Existing Facilities: The City will take the actions listed in Attachments K and M to make each of the City's programs, services, and activities operating at a facility that is the subject of this Agreement, when viewed in its entirety, readily accessible to and usable by people with disabilities.
62. Facilities and Programs that the United States Did Not Survey: The City will review compliance with the requirements of title II of the ADA for those City facilities and programs that the United States did not survey or review. The ILA will survey all the City's facilities for compliance with title II of the ADA that the United States did not survey. Within eighteen (18) months of the effective date of this Agreement, the City will submit to the United States a detailed report from the ILA listing the access issues identified during the ILA's review together with the corrective actions and completion dates proposed to resolve such issues. The proposed completion dates may be no later than six (6) months prior to the termination of this Agreement. The survey conducted by the ILA, the access issues identified, and the corrective actions and completion dates proposed will be consistent with the requirements of title II of the ADA; the review of City facilities and programs conducted by the United States for purposes of this Agreement; and the access issues, corrective actions, and completion dates reflected in Attachments I, J, K, and M.

N. PROGRAM MODIFICATIONS

63. Access to Programs Housed in Others' Facilities: In order to ensure that the City's programs, services, and activities that are the subject of this Agreement and that are operated by the City at facilities owned or controlled by other entities, when viewed in their entirety, are readily accessible to and usable by people with mobility impairments, the City will take the actions listed in Attachments L and M.

O. PROGRAMS FOR VICTIMS OF DOMESTIC VIOLENCE AND ABUSE

64. If the City owns or operates any programs that provide shelter, counseling, or other assistance or supportive services to victims of domestic violence or abuse and their families (hereafter referred to as Domestic Violence Programs), within six (6) months of the effective date of this Agreement, it will do the following:
 - a. Whatever written information is provided regarding its Domestic Violence Programs will also be provided in alternate formats, including Braille, large print, audio recording, and electronic formats (*e.g.*, HTML), upon request.

- b. The City shall enter into contracts or make other arrangements with qualified sign language and oral interpreters to ensure their availability when required for effective communication with people who are deaf or hard of hearing. The type of aid that will be required for effective communication will depend on the individual's usual method of communication, and the nature, importance, and duration of the communication at issue. In many circumstances, oral communication supplemented by gestures and visual aids, an exchange of written notes, use of a computer, or use of an assistive listening device may be effective. In other circumstances, qualified sign language or oral interpreters are needed to communicate effectively with people who are deaf or hard of hearing. The more lengthy, complex, and important the communication, the more likely it is that a qualified interpreter will be required for effective communication with a person whose primary means of communication is sign language or speech reading.
- c. If the City's Domestic Violence Programs operate a hotline to take telephone calls of an emergency nature, the City shall ensure that it provides equivalent service for people who use TTYs, including providing direct-connection service for TTY users with hotline operators, without requiring TTY users to call through a third party operator, such as through the state or local Telecommunication Relay Services. The City will obtain the necessary equipment, establish the written procedures, and provide the training necessary to ensure effective communication by hotline staff with direct-connection callers using TTYs, as well as the training necessary to respond to callers who use the Telecommunication Relay Services.
- d. The City shall have the ILA survey all facilities used as shelters or designated as potential shelters – or for counseling, job training, education, clothing or household provisioning, or other aspects of Domestic Violence Programs – to ensure that adequate arrangements are available for potential clients and family members with disabilities, including adults and children who have mobility impairments, who are blind or have low vision, and who are deaf or hard of hearing. Within one (1) year of the effective date of this Agreement, the City shall modify each such facility to remove the barriers or, alternatively, procure another, fully accessible facility to ensure that potential clients and family members with disabilities have integrated options when participating in a sheltering or other Domestic Violence Program. Nothing in this Agreement requires any modifications that would compromise the confidentiality of a shelter or counseling center. Until there is a sufficient stock of accessible housing and other facilities within the sheltering program, the City will implement written procedures ensuring that it has identified temporary accessible housing (such as accessible hotel rooms within the community or in nearby communities) and other facilities that could be used if people with disabilities need sheltering or inservice access to a Domestic Violence Program. The cost to potential clients of being housed or otherwise served in alternate accessible facilities shall not exceed any costs normally attributed to clients of the City's Domestic Violence Programs.
- e. The City shall implement written procedures and modify, as appropriate, eligibility criteria, to ensure that no person with a disability is turned away from a shelter or otherwise denied the opportunity to benefit from the services of the City's Domestic Violence Programs on the basis of disability.

- f. The City shall implement written procedures to ensure that people with disabilities who use service animals are not denied or discouraged from participating in Domestic Violence Programs, are able to be housed and served in an integrated environment, and are not separated from their service animals while participating in the City's Domestic Violence Programs even if pets are normally not permitted in the facilities where such programs are conducted. The procedures will not unnecessarily segregate people who use service animals from others but may take into account the potential presence of people who, for safety or health reasons, should not be in contact with certain types of animals. If the City's Domestic Violence Programs require clients to make any payments for shelter or other services they provide, clients shall not be required to make additional payments because they or their family members use service animals.
 - g. The City shall implement written procedures to ensure that reasonable modifications are made to the City's Domestic Violence Programs when necessary for a client or family member with a disability to participate in such programs, unless doing so would fundamentally alter the nature of the program.
 - h. The City shall implement written policies to ensure that despite any "drug-free" policy of the City's Domestic Violence Programs, people with disabilities who use medication prescribed for their use are able to continue using such medication while participating in such programs or being housed in a shelter.
65. If the City contracts with another entity to provide Domestic Violence Programs, it will ensure that the other entity complies with the preceding provisions on its behalf. If that entity will not comply with the preceding provisions, the City will nonetheless take all necessary steps to ensure that its program is accessible to people with disabilities.
66. Some of the City's shelters may be owned or operated by other public entities subject to title II or by public accommodations subject to title III and, as such, would be subject to the obligation to provide program access or remove barriers to accessibility under the ADA. This Agreement does not limit such future enforcement action against the owners or operators of these facilities by any person or entity, including the Department.
67. This Agreement shall not be construed to require the City to divulge confidential information relating to the location or existence of any Domestic Violence Programs, beyond what is otherwise required by applicable law or what is necessary for the Department to effectively enforce this Agreement.

IV. MISCELLANEOUS PROVISIONS

68. Except as otherwise specified in this Agreement, nine (9) months after the effective date of this Agreement and annually thereafter until it expires, the City will submit written reports to the United States summarizing its actions pursuant to this Agreement. Reports will include reports with certifications from the ILA, photographs showing measurements, architectural plans, notices published in the newspaper, and copies of adopted policies, among other things.

69. Throughout the term of this Agreement, consistent with 28 C.F.R. § 35.133(a), the City will maintain the accessibility of its programs, activities, services, facilities, and equipment, including routinely testing accessibility equipment and routinely auditing the accessibility of its programs and facilities. This provision, however, does not prohibit isolated or temporary interruptions in service or access due to maintenance or repairs. 28 C.F.R. § 35.133(b).
70. Within nine (9) months of the effective date of this Agreement, the City will submit for pre-approval by the United States a proposed training program, lasting at least three (3) hours, on the requirements of the ADA and appropriate ways of serving people with disabilities. The submission will include a description of the training, the agenda, any handouts, and the name, title, and address of the trainer.
71. Within one (1) year of the effective date of this Agreement and annually thereafter, after approval of the training program by the United States, all City employees who have regular and direct contact with members of the public will be trained for at least three (3) hours on the requirements of the ADA and appropriate ways of serving people with disabilities. Within thirty (30) days after each training, the City will submit to the United States the list of employees trained.

V. IMPLEMENTATION AND ENFORCEMENT

72. The City may seek to modify this Agreement because of changed conditions making performance impossible by notifying the United States in writing, setting forth the modification and the facts to support it. Until the United States agrees to the modification in writing, no modification will take effect. The United States' agreement will not be unreasonably withheld.
73. The United States may review compliance with this Agreement at any time. The City will cooperate with the United States. If the United States believes that the City has failed to comply with this Agreement, then the United States will notify the City in writing. If, after 30 days of providing the City with written notice of non-compliance, the United States determines that the City has failed to come into compliance, the United States may institute a civil action in federal district court to enforce the terms of this Agreement and may take appropriate steps to enforce title II and Section 504.
74. It is a violation of this Agreement for the City to fail to comply in a timely manner with any of the requirements of this Agreement.
75. Failure by the United States to enforce any provision of this Agreement is not a waiver of the United States' right to enforce any provisions of this Agreement.
76. This Agreement is a public document. The City will provide a copy of this Agreement to any person, upon request.
77. This Agreement (including its Attachments) is the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or

oral, made by either party will be enforceable. This Agreement does not remedy any other potential violations of the ADA or other federal law. This Agreement does not relieve the City of its continuing obligation to comply with all aspects of the ADA and Section 504.

- 78. This Agreement will remain in effect for three (3) years.
- 79. The person signing for the City represents that he or she is authorized to bind the City to this Agreement.
- 80. The effective date of this Agreement is the date of the last signature below.

For the City:

For the United States:

VANITA GUPTA
Principal Deputy Assistant Attorney General for Civil Rights
EVE L. HILL
Deputy Assistant Attorney General

REBECCA B. BOND, Chief
AMANDA MAISELS, Deputy Chief

By: _____

By: _____

Dov Lutzker, Trial Attorney
Disability Rights Section
Civil Rights Division
U.S. Department of Justice
950 Pennsylvania Avenue, N.W. - NYA
Washington, DC 20530
(202) 307-0663
(202) 514-7821 (fax)

Date: _____

Date: _____